



General Bond Application

Please attach copy of obligee-supplied bond form, if applicable.

Bond Information			
Type of Bond:		Bond Amount:	
Effective Date:		Expiration Date:	
Name of Obligee (entity requiring bond):			
Address:	City:	State:	Zip:

Business Information			
Legal Name of Business:			Phone #:
Address:	City:	State:	Zip:
Type of Business: <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> C-Corp. <input type="checkbox"/> S-Corp. <input type="checkbox"/> LLC <input type="checkbox"/> Nonprofit <input type="checkbox"/> Other:			
Description of Business:			
Length of Time of Ownership:		Total Experience:	

Applicant Information				
Please provide complete information on all owners. Attach additional sheets if necessary.				
(1) Owner/Individual Name:		SSN:		Married <input type="checkbox"/> Single <input type="checkbox"/>
Address:	City:	State:	Zip:	Phone #:
(2) Owner/Individual Name:		SSN:		Married <input type="checkbox"/> Single <input type="checkbox"/>
Address:	City:	State:	Zip:	Phone #:
(3) Owner/Individual Name:		SSN:		Married <input type="checkbox"/> Single <input type="checkbox"/>
Address:	City:	State:	Zip:	Phone #:
(4) Owner/Individual Name:		SSN:		Married <input type="checkbox"/> Single <input type="checkbox"/>
Address:	City:	State:	Zip:	Phone #:

Underwriting Information			
Has the applicant ever declared personal or business-related bankruptcy?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, please attach explanation(s).
In the past 10 years, have there been any collections, judgements, lawsuits or liens filed/pending/outstanding against the applicant?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Is this bond currently written with another Surety?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

THE APPLICANT(S) AND INDEMNITOR(S) HAS/HAVE AUTHORIZED WEST BEND MUTUAL INSURANCE COMPANY TO OBTAIN PERSONAL AND/OR BUSINESS CREDIT REPORTS AND/OR BY SUBMITTING THIS APPLICATION, THE AGENT HEREBY CERTIFIES THAT THEY HAVE OBTAINED AUTHORIZATION FROM THE APPLICANT(S) AND INDEMNITOR(S) TO OBTAIN PERSONAL AND/OR BUSINESS CREDIT REPORTS.

INDEMNIFICATION AGREEMENT - READ CAREFULLY AND SIGN

THE UNDERSIGNED, as applicant and/or as Indemnitor (and each of them individually and collectively), hereby agrees that the foregoing statements are true and are made to induce West Bend Mutual Insurance Company (hereinafter called the Surety) to execute any and all bonds applied for hereafter by the undersigned, including the renewals of said bonds, and should the Surety execute said bonds, the undersigned hereby agrees:

TO PAY or cause to be paid to the Surety a premium charge, including but not limited to initial, renewal and amended premiums, computed in accordance with the Surety's manual rates and regulations annually in advance until written evidence satisfactory to the Surety of its discharge from all liability by reason of having executed or procured any and all bonds shall be furnished to the Surety at its Home Office at West Bend Mutual Insurance Company, 1900 South 18th Avenue, West Bend, Wisconsin, 53095.;

The Surety shall have the right, at its opinion and in its discretion, to issue, cancel or decline execution of any Bond or renewal thereof, including a final Bond where it has furnished a bid Bond;

TO INDEMNIFY and save the Surety harmless from any and all liabilities, loss, costs, charges, suits, damages, fees, including attorney fees, and expenses of whatever kind or nature, which it shall or may, for any cause, at any time sustain or incur, or be put to, by reason or in consequence of its having executed any of said bonds or in investigating, resolving or defending any claim or in enforcing this agreement. The undersigned further agrees to waive, and does hereby waive, any right to claim any property, including homestead, as exempt, under the constitution or laws of the United States of America or of any state, states or territory, from levy, execution, sale or other legal process;

IF CLAIM IS MADE AGAINST THE SURETY on any bonds herein applied for, the Surety shall have the right to employ its representative to investigate the claim, and to charge all expenses of such investigation, including attorney fees, to the undersigned. The undersigned agrees, upon demand, to place the Surety in funds to meet the claim, including fees, expenses and attorney fees, before the Surety shall be required to make payment;

THE UNDERSIGNED FURTHER AGREES, if any suit is brought on any bonds herein applied for, to permit the Surety to employ its own counsel to defend such suit, and to repay the Surety fees, including attorney fees and all other costs and expenses to which the Surety may be put in defense of such suit;

As to any legal action related to this Agreement, Principal and Indemnitors consent to the jurisdiction of any court of competent jurisdiction, including the jurisdiction of any state or federal court where the Surety, Principal, or one or more of any of the Indemnitors is domiciled or doing business, at the discretion of the Surety. Principal and Indemnitors waive any right to trial by a jury for any tort or contract claims related to this Agreement and waive any claim or defense in any such action based on alleged lack of personal jurisdiction, improper venue, forum non conveniens or any similar basis.;

THAT an itemized statement of any payments made in good faith by the Surety as a result of any liability or expense incurred as a result of any and all bonds issued by the Surety, or the vouchers or other evidence of disbursement by the Surety, shall be sufficient and conclusive evidence of the undersigned's liability hereunder;

THAT EACH CORPORATE UNDERSIGNED, if any, agrees and understands that it is financially interested in the execution of said bond and in any litigation in which said bond is given, and that it is fully empowered to obligate itself hereby;

THAT AUTHORITY is hereby granted to any bank, financial institution, individual, firm or corporation to disclose and furnish to the Surety any information which they have obtained or may at any time obtain through their own business transactions concerning the Undersigned's affairs, financial standing, credit or manner of meeting obligations and the Undersigned hereby expressly releases the Surety and each and all of the said banks, financial institutions, individuals, firms or corporations from any and all claims, demands, damages or causes of action arising by reason of the furnishing or disclosing of such information whether the same be true or not;

THAT THESE AGREEMENTS shall bind the undersigned and the heirs, personal representatives, successors and assigns thereof jointly and severally and shall inure to the benefit of any co-surety, reinsured or re-insurer of the Surety on any bonds written for the Undersigned.

Termination: This agreement is a continuing obligation of the Undersigned unless terminated as provided in this paragraph. An Undersigned desiring to terminate liability as to future Bonds of Principal must:

1. Give written notice to Surety at its office at 1900 South 18th Avenue, West Bend, WI 53095, by certified or registered mail of such termination.
2. State in such notice the effective date (not less than thirty days after the receipt of notice by Surety) of termination of such Undersigned's liability for future Bonds.

Please review the statutory fraud notice applicable to your state.

Applicable in AL, AR, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

Applicable in KS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

Applicable in ME, TN, VA and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

All Other States: Any person who knowingly conceals or provides materially false, incomplete, or misleading information on an application or concerning a claim to an insurance company for the purpose and intent of defrauding the company, may be guilty of insurance fraud in violation of state law. Penalties may include imprisonment, fines, or denial of insurance benefits.

Executed this _____ day of _____, _____.

If applicable, an authorized representative (owner, president, managing member) must sign on behalf of the business and a witness must attest.

Indemnitor (Business):

Company Name: _____

Witness: _____

Authorized Signature: _____

Printed Name: _____

Printed Name: _____

All owners and their spouses must sign as individual indemnitors. A witness must attest to the signature of each indemnitor.

Indemnitor (Individual):

Signature: _____

Witness: _____

Printed Name: _____

Printed Name: _____

Indemnitor (Spouse):

Signature: _____

Witness: _____

Printed Name: _____

Printed Name: _____

Indemnitor (Individual):

Signature: _____

Witness: _____

Printed Name: _____

Printed Name: _____

Indemnitor (Spouse):

Signature: _____

Witness: _____

Printed Name: _____

Printed Name: _____

Indemnitor (Individual):

Signature: _____

Witness: _____

Printed Name: _____

Printed Name: _____

Indemnitor (Spouse):

Signature: _____

Witness: _____

Printed Name: _____

Printed Name: _____

Indemnitor (Individual):

Signature: _____

Witness: _____

Printed Name: _____

Printed Name: _____

Indemnitor (Spouse):

Signature: _____

Witness: _____

Printed Name: _____

Printed Name: _____

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA218 and MCL 500.2236.